

St. Louis City Ordinance 63120

FLOOR SUBSTITUTE

BOARD BILL NO. [93] 331

INTRODUCED BY ALDERMAN MARTIE ABOUSSIE

An ordinance authorizing and directing the Mayor and the Comptroller of the City of St. Louis to enter into a contract, and to execute and record any and all documents contemplated by said contract, by and between the City of St. Louis and the State of Missouri, which Contract pertains to property owned by the State of Missouri and known as Bellefontaine Neighbors Habilitation Center and which Contract pertains to neighboring property owned by the City of St. Louis, which Contract requires the State of Missouri to extend, widen and improve an existing road serving the City's neighboring property, which Contract requires the State of Missouri to grant to the City an additional easement, and rights to improve said easement, servicing the City's neighboring property, and which Contract requires the City, upon completion by the State of Missouri of the aforementioned State requirements, to discharge certain deed restrictions and covenants on the property owned by the State of Missouri, which deed restrictions and covenants currently limit the use of the property owned by the State of Missouri in a manner whereby said property must be maintained, managed, controlled, and operated as a State school or colony for feeble-minded and epileptics, and which deed restrictions and covenants were created by the City when said property was transferred previously to the State of Missouri by the City of St. Louis; and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

Section One. The Mayor and the Comptroller of the City of St. Louis, on behalf of the City of St. Louis, Missouri, are hereby authorized and directed to execute a contract by and between the City of St. Louis, Missouri, and the State of Missouri, through its Department of Mental Health, which contract is set forth in this section and which contract provides for the discharge of certain restrictive covenants and conditions pertaining to property transferred by Quit Claim Deed dated July 19, 1948 to the State of Missouri from the City of St. Louis, and which discharge shall occur only upon the completion by the State of Missouri of certain site improvements and the granting of certain easements by the State of Missouri to the City of St. Louis, all as set forth in greater detail in the following contract:

CONTRACT

This Contract entered into this ____ day of ____, 1994, by and between the City of St. Louis, Missouri, a municipal corporation of the State of Missouri, (hereinafter "City"), and the State of Missouri, by and through its Department of Mental Health, (hereinafter "State").

WHEREAS, the City transferred certain property to the Director of Public Health and Welfare of the State of Missouri as Trustee for the State on July 19, 1948; and

WHEREAS, said transfer is evidenced by a certain Quit Claim Deed dated July 19, 1948 and recorded July 19, 1948, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as if set out in full; and

WHEREAS, said Quit Claim Deed created certain restrictive covenants and conditions pertaining to the maintenance, management, control, and operation of a State school or colony for feeble-minded and epileptics on that certain property designated in Exhibit A; and

WHEREAS, the City now desires to discharge the aforementioned restrictive covenants and conditions upon full and complete satisfaction by the State of certain conditions precedent as set forth herein.

NOW, THEREFORE, City and State hereby contract, covenant, and agree as follows:

1. Pursuant to the map attached hereto as Exhibit B and incorporated herein by this reference as if set out in full, State shall extend and improve, at State's sole cost and expense, the indicated and currently existing "right of way." Said right of way shall be improved so as to extend from Highway 367 to the eastern edge of property currently owned by City, and said right of way shall be improved so that the entire right of way is widened and converted into a four-lane, paved and striped right-of-way, as indicated by Exhibit B. The foregoing improvements shall be completed by State or its agent, at the sole cost and expense of State, in a manner that satisfies all bidding requirements of State. The foregoing improvements shall be completed in a manner that satisfies both the Comptroller of City and the City Board of Public Service. The provisions of this Section pertaining to improvements shall be deemed completed by State upon written acknowledgement of completion to State by both the Comptroller of City and the City Board of Public Service. City and its successors and assigns shall be granted by State a perpetual, non-exclusive easement to said right of way, as improved, and State shall execute and record any and all documents, in form approved by the City's City Counselor, necessary to ensure

that said easement and right of way, as improved, runs with the land and that said easement and right of way, as improved, provides continuing and perpetual ingress and egress to City or its successors and assigns between the property currently owned by City and Highway 367.

2. Pursuant to the map attached hereto as Exhibit C and incorporated herein by this reference as if set out in full, State shall provide City a perpetual easement as indicated and designated in Exhibit C, which easement shall allow City or its successors and assigns to construct a road from City's property at the location currently developed with a gravel driveway to the currently-existing section of the Outer Drive along the northern border of City's property. Additionally, State shall provide City with an easement allowing City or its successors and assigns to construct a thoroughfare which runs east and west across State's property, from the Eastern border of City's property, to Highway 367, as indicated in Exhibit C. Said easements shall be sufficient in size to provide for four-lane paved thoroughfares. Said easements shall run with the land exclusively for the benefit of City or its successors and assigns. State shall grant to City all rights and privileges necessary to improve said easements, by constructing paved and/or striped thoroughfares or otherwise, at the sole cost and expense of City or its successors and assigns, in a manner whereby City or its successors and assigns will obtain exclusive rights of ingress and egress to property currently owned by City from Highway 367, in accordance with Exhibit C. State shall execute and record any and all such documents, in form approved by City's City Counselor, necessary to effectuate the terms of this Section.

3. Upon full and complete satisfaction by State of the terms, covenants, and conditions precedent contained in Section 1 and Section 2 of this Contract, the Mayor and Comptroller of City shall execute and record any and all documents, in form approved by City's City Counselor, necessary to discharge the restrictive covenants and conditions set forth in the Quit Claim Deed attached hereto as Exhibit A, which restrictive covenants and conditions currently limit the use of the property transferred by Exhibit A in a manner whereby said property must be maintained, managed, controlled, and operated as a State school or colony for feeble-minded and epileptics.

4. This Contract shall be governed by, and construed in accordance with, the laws of the State of Missouri. The covenants and agreements contained herein shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto. No modifications or changes shall be made to this Contract unless the same are made in writing and signed by all parties to this Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

CITY OF ST. LOUIS

By: _____
Mayor

Comptroller

STATE OF MISSOURI

By: _____

Approved As to

Form:

City Counselor

Register

STATE OF MISSOURI)

CITY OF ST. LOUIS) ss. Subscribed and sworn to before me this ____ day of
_____, 199__.

Section Two. The Mayor and the Comptroller of the City of St. Louis are hereby authorized and directed to execute any and all documents, in form satisfactory to the City Counselor for the City of St. Louis, necessary to satisfy, and in accordance with, the terms of the Contract set forth in Section One of this Ordinance.

Section Three. This Ordinance, being necessary for the immediate preservation of public health, safety, and general welfare, shall be and his hereby declared to be an emergency measure within the meaning of Article IV, Sections 19 and 20

of the Charter of the City of St. Louis, as such shall take effect immediately upon its approval by the Mayor.

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
02/25/94	02/25/94	W&M	03/02/94	
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
03/04/94			03/02/94	03/11/94
ORDINANCE	VETOED		VETO OVR	
63120				